

INTERLOCAL AGREEMENT
SHIP FUNDS

THIS INTERLOCAL AGREEMENT (the “Agreement”) made and entered into this _____ day of June, 2007, by and between Collier County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, and the City of Naples, a municipal corporation created and existing under the laws of the State of Florida, acting by and through its City Council.

WITNESSETH:

WHEREAS, Section 420.9072, *Florida Statutes* (the “State Housing Initiatives Partnership Program” or “SHIP”), authorizes monies in the Local Government Housing Trust Fund (the “Fund”) to be distributed to Collier County and eligible municipalities within Collier County pursuant to an interlocal agreement; and

WHEREAS, Collier County is an approved county and the City of Naples is an eligible municipality within Collier County; and

WHEREAS, the parties desire to jointly utilize SHIP allocations pursuant to this Agreement; and

WHEREAS, the parties have determined that SHIP funds can be more efficiently utilized and managed when the parties work cooperatively to address the community’s affordable housing needs.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. The monies in the Fund which are to be distributed to the County as provided in Section 420.9073, *Florida Statutes*, shall be allocated jointly to the County and the City for the purposes identified in the approved Local Housing Assistance Plan.

The percentage of SHIP funds allocated to the two jurisdictions by the Florida Housing Finance Corporation is as follows:

| | |
|--------|-----|
| City | 7% |
| County | 93% |

These percentages are based upon the March 2007 estimated SHIP program allocation distribution schedule for 2007-2008. The City of Naples may distribute a portion of its allocation to housing activities within the Urban Housing Assistance Area as defined in the July 1994 Interlocal Agreement adopted by Collier County and the City of Naples, a copy of which is attached hereto.

2. Unless otherwise extended, this Agreement shall expire on June, 30, 2010.
3. The parties direct that the Florida Housing Finance Corporation distribute and allocate the monies in the Fund in accordance with this Agreement and authorize the Corporation to rely on their stated intent and their authority to execute this Agreement.
4. During the term of this Agreement, both parties agree that they will not do anything to jeopardize the other party's right to receive its allocation from the Fund.
5. The parties understand that the statute requires an incentive plan for providing affordable housing and they agree to cooperate in ensuring that the requirements and spirit of the statute are satisfied.
6. The parties recognize the contributions of the joint City/County Affordable Housing Commission and agree to appoint members to this Commission. The County's Housing and Human Services Department will be responsible for the overall administration of the programs assisted with SHIP funds and shall receive administration monies from the SHIP allocation. This allocation shall not exceed 10% of the total SHIP allocation in accordance with Section 420.9075 (7), *Florida Statutes* and Collier County Resolution 2007-96. The County will establish, administer, and audit a Local Housing Assistance Trust Fund in accordance with Ordinance No. 93-19, as amended, and SHIP requirements. In addition, the County will submit the required annual report on behalf of the interlocal entities.
7. During the term of this Agreement, any party may give the other party ninety days written notice that it wishes to renegotiate the terms of this Agreement, to be effective on the first day of the next fiscal year. If the parties fail to reach a new

agreement prior to the commencement of the next fiscal year, this Agreement shall terminate and be of no further force or effect, and the funds shall be allocated according to population pursuant to Section 420.9072 and Section 420.9073, *Florida Statutes*.

8. If either party shall cease to be eligible for allocation and distribution, such party's allocation of the funds shall remain in the Fund to be used by the Corporation. Both parties acknowledge the SHIP enabling legislation, the rules promulgated to implement same, and that the Statute and the rules are incorporated herein as if they were reprinted.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials.

DATED: _____

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY FLORIDA

ATTEST:

DWIGHT E. BROCK, CLERK

By: _____
JAMES COLETTA, CHAIRMAN

Approved as to form
and legal sufficiency:

Jeffrey A. Klatzkow,
Managing Assistant County Attorney

DATED: _____

CITY OF NAPLES, a municipal
corporation

ATTEST:

TARA NORMAN, CITY CLERK

By: _____
BILL BARNETT, MAYOR

Approved as to form and legal
sufficiency:

Robert D. Pritt, City Attorney